

South Dakota Unified Judicial System Juvenile Risk Assessment Instrument Terms of Use Agreement

This Agreement (“Agreement”) is made between the South Dakota Unified Judicial System (“UJS”) and end user (“User”) for the Juvenile Risk Assessment Instrument (“Site”).

The Site may be used only in accordance with and subject to these Terms of Use, which include all the terms, conditions, and disclaimers stated below. BY ACCESSING OR USING THIS SITE, YOU INDICATE YOUR UNCONDITIONAL ACCEPTANCE OF THESE TERMS OF USE. The UJS reserves the right, in its sole discretion, to update or revise these Terms of Use. Your continued use of the Site following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

User Name and Password Protections

Access to and use of password protected or secured areas of the Site is restricted to authorized users only. Authorized users are responsible for maintaining the confidentiality of any username and password to access this website. Authorized users agree not to misuse or share username and/or password information, and accept responsibility for all activities that occur under an authorized account or password. The UJS must be immediately notified of any unauthorized use on any account.

The User agrees to change their password every 180 days. A new password cannot be one of the previous 5 passwords chosen by the User. Accounts with passwords older than 180 days will be disabled. The User’s account will also be disabled if not logged into the site for more than 180 days.

Prohibited Uses

The User is expressly prohibited from reproducing, publishing, selling, reselling or otherwise disseminating data or information accessed pursuant to this User Agreement, except as permitted by law. The information accessed is not intended or permitted to be used for commercial resale.

User agrees to use the Site as permitted by applicable local, state, and federal laws. User agrees, therefore, not to: 1) knowingly and without authorization, alter, damage, or destroy South Dakota Unified Judicial System’s or another user’s computer system, network, software, program, documentation or data contained therein; 2) use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law.

Name Searches

NAME SEARCHES CAN BE UNRELIABLE. Use caution in evaluating data, as the person for whom you have searched could have the same name, birth date, or other identifiers as another individual. Even if a search is believed to have returned the correct match, remember that two or more persons can have the same name and birth data, and persons may use aliases or the names of others.

Limitation of Liability

The South Dakota Unified Judicial System provides no warranties of any kind or nature, express or implied, and specifically disclaims any and all warranties of any kind or nature, express or implied, and

specifically disclaims any and all warranties with regard to any computer programs, materials or services in connection with the Site. The UJS diligently strives to maintain accurate, complete and timely data available through the Site but shall not be liable for any consequential, exemplary, incidental or special damages arising from or in connection with data or information accessed through the Site.

Without waiving any other defenses or immunities provided by law, the UJS shall not be liable for any demand or claim, regardless of form of action, arising out of or incident to the posting of information or data on the Site, the accessing or use of any information or data on the Site, and/or the acts or omissions of any person or entity accessing or use of any information from the Site. This includes, but is not limited to, claims arising out of or incident to incorrect or incomplete data or information accessed pursuant to this Agreement.

User hereby relieves and releases the UJS of liability from any and all damages resulting from interrupted service of any kind.

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and the UJS as a result of this Agreement or use of the Site. User agrees not to hold himself or herself out as a representative, agent, or employee of the UJS and the UJS shall not be liable for any representation, act or omission of the User.

Nothing in this agreement shall be construed as waiving the sovereign immunity of the UJS.

Indemnity

As a condition of use of the Site, the User agrees to indemnify the UJS against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from User's use of the Site, including without limitation any claims alleging facts that if true would constitute a breach by User of this Agreement.

Security Measures

For Site security purposes and to ensure that this service remains available to all users, the UJS's computer system employs software programs to monitor network traffic to identify unauthorized attempts to upload, download, or change information, or otherwise cause damage.

Copyright

The material on this Site is for the noncommercial use of the general public. The UJS shall remain the sole and exclusive owner of all copyrighted information created and posted for inclusion on this Site. Photographs and graphics on the Site are the property of the UJS.

Data Mining, Spiders, and High-Volume Page Access

The UJS does not allow any spiders, data mining, or data scraping of this Site. Use of software intended to discover and extract data from this Site through automated, repetitive querying for the purpose of collecting such data is absolutely prohibited. Absolutely no batch processes are allowed to run against this Site or the data contained herein. A limited exception is provided to general purpose internet search engines and noncommercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to this Site, provided they do so from a stable IP address or range of IP addresses

using an easily identifiable. The UJS reserves the right to restrict the number of sessions from a specific IP address, restrict access from a specific IP address to the web site if the IP is engaging in such activities, or take further action as needed.

Severability

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Assignment

This Agreement may not be assigned to another party without the express written consent of the UJS.

Entire Agreement

This Agreement constitutes the entire agreement between the User and the UJS with respect to the site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and UJS with respect to the Site.

Conflict of Law; Venue

The terms and conditions of this Agreement are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this Agreement, which cannot be resolved by mutual agreement, will be tried in the Sixth Circuit, Hughes County, South Dakota.

Consent to Conditions

Use of the Site is conditioned on acceptance of the terms, conditions, and notices contained herein without modification. User access and use of the Site constitutes acceptance of these terms and conditions. User understands that this Agreement may be amended in writing by the UJS and that by consenting to continued use, User accepts those terms and conditions.